

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**Case
29-CA-274206Date Filed
03/15/2021**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer (b) (6), (b) (7)(C) as an Agent of The Artists' Company, Arts and Sciences, Believe Media, Biscuit Filmworks, CMS Productions, Missing Pieces, Morton Jankel Zander, Inc., O Positive LLC, Park Pictures LLC, Piro, Inc., Radical Media, LLC, Smuggler, Spare Parts, Inc c/o Moving Parts Inc.		b. Tel. No. See attached
		c. Cell No.
		f. Fax No.
		g. e-mail
d. Address (Street, city, state, and ZIP code) See Attached	e. Employer Representative See attached	h. Number of workers employed 100
i. Type of Establishment (factory, mine, wholesaler, etc.) Film company	j. Identify principal product or service Film and/or TV Production	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On dates within the last six months, (b) (6), (b) (7)(C), as an agent of the above-named Employers, refused to hire (b) (6), (b) (7)(C) because of (b) (6), (b) (7)(C) union activity, in violation of Section 8(a)(3) of the Act.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No.
(b) (6), (b) (7)(C)**4c. Cell No.**
(b) (6), (b) (7)(C)**4d. Fax No.****4e. e-mail**
(b) (6), (b) (7)(C)**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)****6. DECLARATION**

I declare that I have read the above charge and that the statements (b) (6), (b) (7)(C) are true to the best of my knowledge and belief.

(sign)

making charge)

(b) (6), (b) (7)(C)
(Print/type name and title or office, if any)**Tel. No.**
Same as above**Office, if any, Cell No.****Fax No.****e-mail**

Address Same as above

Date March 15, 2021

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

- (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
[Redacted]
- **Artists' Company, The**
79 Mercer Street, 2nd Floor
New York, NY 10012
(212) 679-7199 main
(212) 807-6167 fax
sally@theartistscompany.com
Sally Antonacchio, Owner/Executive Producer
- **Arts and Sciences**
662 N. Robertson Blvd.
West Hollywood, CA 90069
(310) 432-1313 main
christa@artsandsciences.com
Christa Skotland, Head of Production
- **Believe Media**
1438 Gower Street, Bldg.43, Box 16
Los Angeles, CA, 90028
(323) 645-1000 main
(323) 645-1001fax
info@believemedia.com
Elizabeth Silver, President/Executive Producer
- **Biscuit Filmworks**
7026 Santa Monica Blvd.
Los Angeles, CA 90038
(323) 856-9200 main
(323) 856-9300 fax
shawn@biscuitfilmworks.com
Shawn Lacy, Partner/Managing Director

- **CMS Productions**
4223 Glencoe Avenue
Marina Del Rey, CA 90292
(424) 228-4262 main
(424) 228-4346 fax
tony@cmsproductions.com
Tony Low, President

- **M ss ng P eces [sic]**
836 Manhattan Ave.
Brooklyn, NY 11222
646.290.7931 main

- **Morton Jankel Zander, Inc. (MJZ)**
2201 Carmelina Ave.
Los Angeles, CA 90064
(310) 826-6200 main
(310) 826-6219 fax
info@mjz.com
David Zander, President

- **O Positive, LLC**
48 W 25th St, New York, NY 10010
(212) 557-7000 main
(212) 557-7070 fax
marc@o-pos.com
Marc Grill, Executive Producer

- **Park Pictures, LLC**
184 Fifth Avenue, 8th Flr.
New York, NY 10010
(212) 741-0288 main
(212) 741-6462 fax
jackie@parkpictures.com
Jackie Kelman Bisbee, Founding Partner

- **Piro, Inc.**
170 Varick Street
10th Floor, Suite 1002
New York, NY 10013
(212) 234-0600 main
[tim@ WeArePiro.com](mailto:tim@WeArePiro.com)
Tim Piper, Founding Partner

- **Radical Media, LLC**
435 Hudson Street, 6th Floor
New York, NY 10014
(212) 462-1500 main
kturner@radicalmedia.com
Frank Scherma, President
- **Smuggler**
38 W 21st Street, 12th Floor
New York, NY 10010
(212) 337-3327 main
pippenger@smugglersite.com
Patrick Milling-Smith, Co-Founder
- **Spare Parts, Inc. % Moving Parts, Inc.**
4111 W. Alameda Avenue
2nd Flr.
Burbank, CA 91505
(818) 557-0237
vanburensmail@yahoo.com
Matt van Buren, Co-President



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Agency Website: www.nlrb.gov
Telephone: (718)330-7713
Fax: (718)330-7579



Download
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March 17, 2021

(b) (6), (b) (7)(C)

Re: (b) (6), (b) (7)(C) as an Agent of The Artists' Company, Arts and Sciences, Believe Media, Biscuit Filmworks, CMS Productions, Missing Pieces, Morton Jankel Zander, Inc., O Positive LLC, Park Pictures LLC, Piro, Inc., Radical Media, LLC, Smuggler, Spare Parts, Inc. c/o Moving Parts Inc.
Case 29-CA-274206

Dear (b) (6), (b) (7)(C):

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Attorney JOHN B. MICKLEY whose telephone number is (718)765-6211. If this Board agent is not available, you may contact Supervisory Attorney TARA O'ROURKE whose telephone number is (718)765-6213.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your

Company, Arts and Sciences, Believe
Media, Biscuit Filmworks, CMS
Productions, Missing Pieces, Morton Jankel
Zander, Inc., O Positive LLC, Park Pictures
LLC, Piro, Inc., Radical Media, LLC,
Smuggler, Spare Parts, Inc. c/o Moving
Parts Inc.
Case 29-CA-274206

representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Correspondence: All documents submitted to the Region regarding your case MUST be filed through the Agency's website, www.nlrb.gov. This includes all formal pleadings, briefs, as

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Company, Arts and Sciences, Believe
Media, Biscuit Filmworks, CMS
Productions, Missing Pieces, Morton Jankel
Zander, Inc., O Positive LLC, Park Pictures
LLC, Piro, Inc., Radical Media, LLC,
Smuggler, Spare Parts, Inc. c/o Moving
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well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



KATHY DREW-KING
Regional Director

Enclosures:

Company, Arts and Sciences, Believe
Media, Biscuit Filmworks, CMS
Productions, Missing Pieces, Morton Jankel
Zander, Inc., O Positive LLC, Park Pictures
LLC, Piro, Inc., Radical Media, LLC,
Smuggler, Spare Parts, Inc. c/o Moving
Parts Inc.

Case 29-CA-274206

1. Copy of Charge
2. Commerce Questionnaire

cc: Marc Grill, Executive Producer
O Positive, LLC
48 W 25th Street
New York, NY 10010

David Zander, President
Morton Jankel Zander, Inc. (MJZ)
2201 Carmelina Avenue
Los Angeles, CA 90064

Jackie Kelman Bisbee, Founding Partner
Park Pictures, LLC
184 Fifth Avenue, 8th Floor
New York, NY 10010

Tim Piper, Founding Partner
Piro, Inc.
170 Varick Street
10th Floor, Suite 1002
New York, NY 10013

Frank Scherma, President
Radical Media, LLC
435 Hudson Street, 6th Floor
New York, NY 10014

Patrick Milling Smith
Smuggler, Inc.
38 W 21st St Fl 12
New York, NY 10010-6967

Matt van Buren, Co-President
Spare Parts, Inc. c/o Moving Parts, Inc.
4111 W. Alameda Avenue, 2nd Floor
Burbank, CA 91505

Christa Skotland, Head of Production
Arts and Sciences
662 N Robertson Blvd
West Hollywood, CA 90069

Sally Antonacchio, Owner/Executive
Producer
The Artists' Company
79 Mercer Street
2nd Floor
New York, NY 10012

Elizabeth Silver, President/Executive
Producer
Believe Media
1438 Gower Street
Bldg 43 Box 16
Los Angeles, CA 90028

Shawn Lacey, Partner.Managing Director
Biscuit Filmworks
7026 Santa Monica Blvd
Los Angeles, CA 90038-1012

Tony Low, President
CMS Productions
4223 Glencoe Avenue
Marina Del Rey, CA 90292

March 17, 2021

Company, Arts and Sciences, Believe
Media, Biscuit Filmworks, CMS
Productions, Missing Pieces, Morton Jankel
Zander, Inc., O Positive LLC, Park Pictures
LLC, Piro, Inc., Radical Media, LLC,
Smuggler, Spare Parts, Inc. c/o Moving
Parts Inc.

Case 29-CA-274206

Missing Pieces [sic]
836 Manhattan Avenue
Brooklyn, NY 11222

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME	CASE NUMBER 29-CA-274206
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1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES
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4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).

7A. PRINCIPAL LOCATION:

7B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:

B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT (Check the appropriate box): ☐ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR (FY DATES)

	YES	NO
A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value. \$		
B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided. \$		
C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$		
D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$		
E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$		
F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$		
G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$		
H. Gross Revenues from all sales or performance of services (Check the largest amount) <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000 or more If less than \$100,000, indicate amount.		
I. Did you begin operations within the last 12 months? If yes, specify date: _____		

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☐ NO (If yes, name and address of association or group).

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER
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12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)	SIGNATURE	E-MAIL ADDRESS	DATE
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PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

(b) (6), (b) (7)(C) AS AN AGENT OF THE
ARTISTS' COMPANY, ARTS AND SCIENCES,
BELIEVE MEDIA, BISCUIT FILMWORKS,
CMS PRODUCTIONS, MISSING PIECES,
MORTON JANKEL ZANDER, INC., O
POSITIVE LLC, PARK PICTURES LLC, PIRO,
INC., RADICAL MEDIA, LLC, SMUGGLER,
SPARE PARTS, INC. C/O MOVING PARTS INC.

Case 29-CA-274206

Charged Party

and

(b) (6), (b) (7)(C)

Charging Party

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on March 17, 2021, I served the above-entitled document(s) by post-paid regular mail and email upon the following persons, addressed to them at the following addresses:

David Zander, President
Morton Jankel Zander, Inc. (MJZ)
2201 Carmelina Avenue
Los Angeles, CA 90064
Email: info@mjz.com

Marc Grill, Executive Producer
O Positive, LLC
48 W 25th Street
New York, NY 10010
Email: marc@o-pos.com

Jackie Kelman Bisbee, Founding Partner
Park Pictures, LLC
184 Fifth Avenue, 8th Floor
New York, NY 10010
Email: jackie@parkpictures.com

Tim Piper, Founding Partner
Piro, Inc.
170 Varick Street
10th Floor, Suite 1002
New York, NY 10013
Email: tim@WeArePiro.com

Frank Scherma, President
Radical Media, LLC
435 Hudson Street, 6th Floor
New York, NY 10014
Email: kturner@radicalmedia.com

Matt van Buren, Co-President
Spare Parts, Inc. c/o Moving Parts, Inc.
4111 W. Alameda Avenue, 2nd Floor
Burbank, CA 91505
Email: vanburensmail@yahoo.com

Sally Antonacchio, Owner/Executive
Producer
The Artists' Company
79 Mercer Street
2nd Floor
New York, NY 10012
Email: sally@theartistscompany.com

Shawn Lacey, Partner/Managing Director
Biscuit Filmworks
7026 Santa Monica Blvd
Los Angeles, CA 90038-1012
Email: shawn@biscuitfilmworks.com

M ss ng P eces [sic]
836 Manhattan Avenue
Brooklyn, NY 11222

Patrick Milling Smith
Smuggler, Inc.
38 W 21st St Fl 12
New York, NY 10010-6967
Email: pippenger@smugglersite.com

Christa Skotland, Head of Production
Arts and Sciences
662 N Robertson Blvd
West Hollywood, CA 90069
Email: christa@artsandsciences.com

Elizabeth Silver, President/Executive
Producer
Believe Media
1438 Gower Street
Bldg 43 Box 16
Los Angeles, CA 90028
Email: info@believemedia.com

Tony Low, President
CMS Productions
4223 Glencoe Avenue
Marina Del Rey, CA 90292
Email: tony@cmsproductions.com
(b) (6), (b) (7)(C)
[REDACTED]
Email: (b) (6), (b) (7)(C)@gmail.com

March 17, 2021

Date

Sharon Marfan, Designated Agent of
NLRB

Name

/s/ Sharon Marfan

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Agency Website: www.nlr.gov
Telephone: (718)330-7713
Fax: (718)330-7579



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Mobile App

March 17, 2021

(b) (6), (b) (7)(C)

Re: (b) (6), (b) (7)(C) as an Agent of The Artists' Company,
Arts and Sciences, Believe Media, Biscuit Filmworks,
CMS Productions, Missing Pieces, Morton Jankel
Zander, Inc., O Positive LLC, Park Pictures LLC, Piro,
Inc., Radical Media, LLC, Smuggler, Spare Parts, Inc.
c/o Moving Parts Inc.
Case 29-CA-274206

Dear (b) (6), (b) (7)(C):

The charge that you filed in this case on March 15, 2021 has been docketed as case number 29-CA-274206. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Attorney JOHN B. MICKLEY whose telephone number is (718)765-6211. If this Board agent is not available, you may contact Supervisory Attorney TARA O'ROURKE whose telephone number is (718)765-6213.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present

Company, Arts and Sciences, Believe
Media, Biscuit Filmworks, CMS
Productions, Missing Pieces, Morton Jankel
Zander, Inc., O Positive LLC, Park Pictures
LLC, Piro, Inc., Radical Media, LLC,
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Parts Inc.
Case 29-CA-274206

your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

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March 17, 2021

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Smuggler, Spare Parts, Inc. c/o Moving
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you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kathy Drew-King".

KATHY DREW-KING
Regional Director

NATIONAL LABOR RELATIONS BOARD
NOTICE OF APPEARANCE

(b) (6), (b) (7)(C) as an Agent of The Artist's Company, Arts and Sciences, Believe Media, Biscuit Filmworks, CMS Productions, Missing Pieces, Morton Jankel Zander, Inc., O Positive LLC, Park Pictures LLC, Piro, Inc., Radical Media, LLC, Smuggler, Spare Parts, Inc. c/o Moving Parts, Inc.

CASE 29-CA-274206

and

(b) (6), (b) (7)(C)

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Dmitri Iglitzin

MAILING ADDRESS: Barnard Iglitzin & Lavitt, LLP, 18 West Mercer St., Ste 400, Seattle, WA 98119

E-MAIL ADDRESS: iglitzin@workerlaw.com

OFFICE TELEPHONE NUMBER: (206) 257-6003

CELL PHONE NUMBER: _____ FAX: (206) 257-6038

SIGNATURE: 
(Please sign in ink.)

DATE: 03/23/2021



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Agency Website: www.nlrb.gov
Telephone: (718)330-7713
Fax: (718)330-7579

May 19, 2021

Dmitri Iglitzin, Attorney
Barnard Iglitzin & Lavitt LLP
18 W Mercer St Ste 400
Seattle, WA 98119-3971

Robert L. Sacks, Esq.
Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas
11th Floor
New York, NY 10105

Re: (b) (6), (b) (7)(C) as an Agent of Employers
Listed in Attachment
Case 29-CA-274206

Dear Mr. Iglitzin, Mr. Sacks:

This is to advise you that I have approved the withdrawal of the portions of the above-captioned matter alleging that The Artists Company, Arts and Sciences, Believe Media, Biscuit Filmworks, CMS Productions, Missing Pieces, Morton Jankel Zander, Inc., Park Pictures LLC, Piro, Inc., Radical Media LLC, Smuggler, and Spare Parts Inc. refused to hire (b) (6), (b) (7)(C) in violation of Section 8(a)(3) of the Act.

The remaining allegation that O Positive LLC refused to hire (b) (6), (b) (7)(C) in violation of Section 8(a)(3) of the Act remains subject to future processing.

Very truly yours,

Kathy Drew King
Regional Director

cc: (b) (6), (b) (7)(C)

Company, Arts and Sciences, Believe
Media, Biscuit Filmworks, CMS
Productions, Missing Pieces, Morton Jankel
Zander, Inc., O Positive LLC, Park Pictures
LLC, Piro, Inc., Radical Media, LLC,
Smuggler, Spare Parts, Inc. c/o Moving
Parts Inc.

Case 29-CA-274206

(b) (6), (b) (7)(C)

Sally Antonacchio, Owner/Executive
Producer
The Artists' Company
79 Mercer Street
2nd Floor
New York, NY 10012

Christa Skotland, Head of Production
Arts and Sciences
662 N Robertson Blvd
West Hollywood, CA 90069

Shawn Lacey, Managing Director
Biscuit Filmworks
7026 Santa Monica Blvd
Los Angeles, CA 90038-1012

Tony Low, President
CMS Productions
4223 Glencoe Avenue
Marina Del Rey, CA 90292

Missing Pieces (sic)
836 Manhattan Ave
Brooklyn, NY 11222

David Zander, President
Morton Jankel Zander, Inc. (MJZ)
2201 Carmelina Ave
Los Angeles, CA 90064

Company, Arts and Sciences, Believe
Media, Biscuit Filmworks, CMS
Productions, Missing Pieces, Morton Jankel
Zander, Inc., O Positive LLC, Park Pictures
LLC, Piro, Inc., Radical Media, LLC,
Smuggler, Spare Parts, Inc. c/o Moving
Parts Inc.

Case 29-CA-274206

Marc Grill, Executive Producer
O Positive, LLC
48 W 25th Street
New York, NY 10010

Jackie Kelman Bisbee, Founding Partner
Park Pictures LLC
184 Fifth Avenue
8th Floor
New York, NY 10010

Tim Piper, Founding Partner
Piro, Inc.
170 Varick Street
10th Floor, Suite 1002
New York, NY 10013

Frank Scherma, President
Radical Media, LLC
435 Hudson Street
6th Floor
New York, NY 10014

Patrick Milling Smith
Smuggler, Inc.
38 W 21st St Fl 12
New York, NY 10010-6967



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Agency Website: www.nlrb.gov
Telephone: (718)330-7713
Fax: (718)330-7579

September 21, 2022

(b) (6), (b) (7)(C)

Re: Arts and Sciences, Biscuit Filmworks, CMS Productions, Division7, M ss ng P eces, Morton Jankel Zander Inc, O Positive LLC, Park Pictures LLC, Piro Inc, Radical Media LLC, Smuggler, Spare Parts Inc
Case Nos. 29-CA-274217, 29-CA-274206, 29-CA-274241, 29-CA-274254, 29-CA-276120, and 29-CA-277630

Dear (b) (6), (b) (7)(C):

We have carefully investigated and considered your charges that Arts and Sciences, Biscuit Filmworks, CMS Productions, Division7, M ss ng P eces (sic), Morton Jankel Zander Inc, O Positive LLC, Park Pictures LLC, Piro Inc, Radical Media LLC, Smuggler, Spare Parts Inc. (collectively referin to as "Employers") have violated the National Labor Relations Act.

Decision to Approve Settlement Agreement: In the objections you filed, you contend that the informal settlement agreement fails to remedy the violations in your charges for three reasons.

First, you argue that the Employers' obligation to consider you for hire and offer you work on all their productions for the six-month period following my approval of the agreement is insufficient to remedy the violations in your charges. Your charge alleges that you have been discriminated against because you are a (b) (6), (b) (7)(C) and precluded from working in the commercial production industry for years. Thus, you assert that repairing your reputation and reestablishing your connections in the industry will require a period of at least eighteen months where you receive offers to work on all the Employers' productions. I disagree and believe that requiring the Employers to offer you work on all their productions for the next six months is sufficient to remedy the unfair labor practices alleged in your charge. Moreover, the settlement

agreement also contains a prospective obligation for the Employers to consider you for hire on all future production, without regard to your role as a (b) (6), (b) (7)(C), that will serve to ensure that there are no additional violations in the future.

You further contend that the settlement fails to remedy the violations in your charges because it does not specifically name the (b) (6), (b) (7)(C) who unlawfully refused to hire you. However, it is not necessary to name the individuals who committed the unlawful conduct in the settlement agreement to remedy the outstanding unfair labor practices. In this case, the Employers are responsible for their supervisors' unlawful refusal to hire you. As such, the Employers are obligated to sign the informal settlement agreement and ensure that the provisions of the agreement are implemented. Accordingly, the agreement does not need to specifically name any alleged unlawful actor.

Finally, you object to the term of the settlement requiring that each Employer provide a monthly report to the Region setting for all the work available that month and the jobs offered to you. You contend that the Employers should submit monthly reports prepared by their payroll servicers showing the work performed during each period. I do not think it's necessary to require reports from third parties. If you obtain evidence that an Employer is violating the terms of the agreement, you may submit it to my office and we will consider and investigate any such contention. However, at this time, the provision requiring that the Employers submit monthly reports setting for all the work available and all of the work offered to you is sufficient to ensure that the Employers abide by their obligations in the agreement.

Accordingly, in view of the terms the Employers have agreed to in the attached Settlement Agreement, I have determined that it would not effectuate the purposes of the National Labor Relations Act to institute further proceedings at this time. I am, therefore, approving the Settlement Agreement and refusing to reissue a complaint in this matter.

Charging Party's Right to Appeal: The Charging Party may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: You must file your appeal electronically or provide a written statement explaining why electronic submission is not possible or feasible. Written instructions for the NLRB's E-Filing system and the Terms and Conditions of the NLRB's E-Filing policy are available at www.nlrb.gov. See [User Guide](#). A video demonstration which provides [step-by-step instructions](#) and frequently asked questions are also available at www.nlrb.gov. If you require additional assistance with E-Filing, please contact e-Filing@nlrb.gov.

You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. If you cannot file electronically, please send the appeal and your written explanation of why you cannot file electronically to the **General Counsel** at the **National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington,**

DC 20570-0001. Unless filed electronically, a copy of the appeal should also be sent to me. The main telephone number for the Office of Appeals is **(202)273-3760**.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **October 5, 2022**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than October 4, 2022. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before October 5, 2022**. The request may be filed electronically through the ***E-File Documents*** link on our website www.nlr.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after October 5, 2022, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor requests to limit our use of appeal statements or evidence. Upon a request under the Freedom of Information Act (FOIA) by a party during the processing of an appeal, the Agency's FOIA Branch discloses appeal statements, redacted for personal privacy, confidential source protection, or other applicable FOIA exemptions. In the event the appeal is sustained, any statement or material submitted may be introduced as evidence at a hearing before an administrative law judge. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Very truly yours,

/s/ *Nancy Reibstein*

Nancy Reibstein
Acting Regional Director

Enclosure

cc: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Dmitri Iglitzen, ESQ.
Workerslaw
1345 Avenue of the Americas
11th Floor
New York, NY 10105

Elizabeth Silver, President/Executive
Producer
Believe Media
1438 Gower Street
Bldg 43 Box 16
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1345 Avenue of the Americas
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New York, NY 10105

Tony Low, President
CMS Productions
4223 Glencoe Avenue
Marina Del Rey, CA 90292

Sally Antonacchio, Owner/Executive
Producer
The Artists' Company
79 Mercer Street
2nd Floor
New York, NY 10012

Christa Skotland
Arts and Sciences
662 N Robertson Blvd
West Hollywood, CA 90069

Shawn Lacey, Partner.Managing Director
Biscuit Filmworks
7026 Santa Monica Blvd
Los Angeles, CA 90038-1012

M ss ng P eces [sic]
836 Manhattan Avenue
Brooklyn, NY 11222

David Zander, President
Morton Jankel Zander, Inc. (MJZ)
2201 Carmelina Ave
Los Angeles, CA 90064

Marc Grill, Executive Producer
O Positive, LLC
48 W 25th Street
New York, NY 10010

Jackie Kelman Bisbee, Founding Partner
Park Pictures LLC
184 Fifth Avenue
8th Floor
New York, NY 10010

Tim Piper, Founding Partner
Piro, Inc.
170 Varick Street
10th Floor, Suite 1002
New York, NY 10013

Case Nos. 29-CA-274217, 29-CA-274206, - 6 -
29-CA-274241, 29-CA-274254, 29-CA-
276120, and 29-CA-277630

Frank Scherma, President
Radical Media, LLC
435 Hudson Street
6th Floor
New York, NY 10014

Patrick Milling Smith
Smuggler, Inc.
38 W 21st St Fl 12
New York, NY 10010-6967

Matt Van Buren, Co President
Spare Parts Inc % Moving Parts Inc
4111 W. Alameda Avenue
2nd Floor
Burbank, CA 91505

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in approving the settlement agreement in

Case Name(s).

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Arts and Sciences, Biscuit Filmworks, CMS Products,
Division7, M ss ng P eces, Morton Jankel Zander, Inc., O
Positive LLC, Park Pictures LLC, Piro, Inc., Radical Media
LLC, Smuggler, Spare Parts, Inc.

Charged Parties

Case Nos. 29-CA-274217
29-CA-274206
29-CA-274241
29-CA-274254
29-CA-276120
29-CA-277630

Subject to the approval of the Regional Director for the National Labor Relations Board, Arts and Sciences, Biscuit Filmworks, CMS Products, Division7, M ss ng P eces, Morton Jankel Zander, Inc., O Positive LLC, Park Pictures LLC, Piro, Inc., Radical Media LLC, Smuggler, Spare Parts, Inc. (“Charged Parties”) and (b) (6), (b) (7)(C), an Individual (“Charging Party”) **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE TO EMPLOYEES — Upon approval of this Agreement and receipt of the Notices from the Region in English and in additional languages if the Regional Director decides that it is appropriate to do so, a responsible official of each of the Charged Parties will then sign and date those Notices and immediately post them in all locations where each of the Charged Parties typically posts notices to employees.

SENDING NOTICES TO EMPLOYEES — Upon approval of this Agreement, a responsible official of each of the Charged Parties will then sign and date those Notices. A responsible official of each of the Charged Parties will, within fourteen (14) days of the Regional Director’s approval of this agreement, email or mail the Notices to all employees who worked for the Charged Parties under the collective bargaining agreement with Motion Picture Studio Mechanics, Local 52, International Alliance of Theatrical Stage Employees (Union) between March 15, 2021 and August 1, 2022 on a production that filmed in New York, New Jersey, or Connecticut. The message of the e-mail transmitted with the Notices will state: “We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 29 of the National Labor Relations Board in Case(s) 29-CA-274217, 29-CA-274206, 29-CA-274241, 29-CA-274254, 29-CA-276120, and 29-CA-277630.”

FUTURE OFFERS OF WORK – Each of the Charged Parties will, by letter, email or text message, offer Charging Party (b) (6), (b) (7)(C) a position on each of their CBA covered productions shooting in New York, New Jersey, or Connecticut that begins hiring CBA production crew in the six (6) month period beginning one month after the Regional Director’s approval of this agreement and notwithstanding that the shooting of such commercial production is scheduled to take place after the six (6) month period. The Charged Parties, directly or via an agent, will offer (b) (6), (b) (7)(C) a

position on all commercial productions in any CBA covered (b) (6), (b) (7)(C) department category where the production employs more than one CBA covered employee (not counting the (b) (6), (b) (7)(C)) in the (b) (6), (b) (7)(C) department. The positions offered to (b) (6), (b) (7)(C) will be covered by the collective bargaining agreement between the AICP Production Companies and Motion Picture Studio Mechanics, Local 52, IATSE or its successor collective bargaining agreement (“CBA”). The Charged Parties will offer (b) (6), (b) (7)(C) a position (an “offer” shall include but shall not be limited to a request to (b) (6), (b) (7)(C) to put (b) (6), (b) (7)(C) “on hold”) on each such production. (b) (6), (b) (7)(C) may reject any offer without prejudice to (b) (6), (b) (7)(C). If (b) (6), (b) (7)(C) accepts an offer, and the production begins, (b) (6), (b) (7)(C) will be employed on the production. The number of days that (b) (6), (b) (7)(C) will be offered work on each production shall be subject to the mutual agreement of (b) (6), (b) (7)(C) and each Charged Party in light of production specifications, budget, creative decisions, and (b) (6), (b) (7)(C) schedule.

Every month, each Charged Party will provide the Compliance Officer of Region 29 with a running list of all productions which began hiring in the (b) (6), (b) (7)(C) department for the prior month. Since the Charged Parties agree to offer (b) (6), (b) (7)(C) employment on every production, the lists will contain the name of each production that offered (b) (6), (b) (7)(C) work, the name of the position offered, the date and manner of each offer (via letter, email, or text message) and whether (b) (6), (b) (7)(C) accepted or rejected said offer. The list will state the date and manner of (b) (6), (b) (7)(C) acceptance or rejection of each offer. Each monthly list is due by the 10th day of the subsequent month. Each Charged Party will also provide a copy of each list to (b) (6), (b) (7)(C) by the 10th day of the subsequent month.

MAKE WHOLE REMEDY: PAYMENT OF WAGES, BENEFITS, INTEREST AND EXCESS TAX LIABILITY TO DISCRIMINATEE — Within fourteen (14) days from approval of this agreement, the Charged Parties will make (b) (6), (b) (7)(C) whole by payment to (b) (6), (b) (7)(C) of the amount opposite their name below. Each of the Charged Parties is responsible for paying its share of FICA and will make appropriate withholdings for taxes. Each of the Charged Parties will remit a separate check for the interest, excess tax and expenses portion of the backpay due (if applicable), from which no withholdings shall be made. Each of the Charged Parties will compensate (b) (6), (b) (7)(C) for the adverse tax consequences, if any, of receiving one or more lump sum backpay awards covering periods longer than one (1) year. Each of the Charged Parties will also file with the Regional Director a completed Report of Backpay Paid under the National Labor Relations Act, which the Regional Director will file with the Social Security Administration for the purpose of allocating the payment to the appropriate calendar year. Each of the Charged Parties will file with the Regional Director a copy of the IRS form W-2 for wages earned by the employees in the current calendar year no sooner than December 31st of the current year and no later than January 30th of the following year, as such form is prepared by the Charged Party’s Charging Party’s payroll service or in lieu of such form the wage information pertaining to (b) (6), (b) (7)(C) as determined by the Charged Party’s payroll service.. The Compliance Officer, on behalf of the Regional Director, will distribute the checks and itemized earnings statements to (b) (6), (b) (7)(C).

Charged Party	Backpay	Interest	Excess Tax Liability
Arts and Sciences	\$1,341	\$52	\$12
Biscuit Filmworks	\$145	\$8	\$2
CMS Productions	\$3,053	\$120	\$19
Division7	\$5,744	\$153	\$30
Morton Jankel Zander, Inc.	\$77	\$3	\$1

O Positive LLC	\$1,103	\$25	\$6
Park Pictures LLC	\$2,857	\$84	\$17
Radical Media LLC	\$4,251	\$82	\$18
Smuggler	\$1,282	\$60	\$17
Spare Parts, Inc.	\$2,841	\$72	\$14

PENSION FUND AND INDIVIDUAL ACCOUNT PLAN CONTRIBUTIONS – The Charged Parties will make payment on behalf of (b) (6), to the Motion Picture Industry Pension and Health Plan and to the Individual Account Plan in the amounts required under the CBA as set forth below. Each of the Charged Parties will remit those prepared checks to the Compliance Officer at the address set forth above.

Charged Party	Pension Fund Contribution	Interest
Arts & Sciences	\$59	\$2
Biscuit Filmworks	\$59	\$3
CMS Productions	\$177	\$7
Division7	\$353	\$9
O Positive LLC	\$59	\$1
Park Pictures LLC	\$176	\$5
Radical Media LLC	\$294	\$10
Smuggler	\$59	\$3
Spare Parts, Inc.	\$177	\$4

Charged Party	Individual Account Plan Contribution	Interest
Arts and Sciences	\$77	\$3
Biscuit Filmworks	\$8	\$0
CMS Productions	\$179	\$7
Division7	\$336	\$9
Morton Jankel Zander, Inc.	\$4	\$0
O Positive LLC	\$62	\$1
Park Pictures LLC	\$163	\$5
Radical Media LLC	\$246	\$7
Smuggler	\$59	\$3
Spare Parts, Inc.	\$166	\$3

COMPLIANCE WITH NOTICE — The Charged Parties will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts

from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Parties and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTIES — Counsel for the Charged Parties authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Parties. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
 Initials Initials


PERFORMANCE — Subject to the terms set forth above, performance by the Charged Parties with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Parties of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

Each Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after fourteen (14) days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those

Responsibility for compliance with the terms of this Agreement is several and not joint. The failure of any Charged Party to comply shall not affect, or result in a compliant issued against, any other Charged Party.

Charging Party (b) (6), (b) (7)(C), An Individual	Charged Party Arts & Sciences
By: Name and Title Date	By: Name and Title Date
_____	/s/ _____
Print Name and Title below	Print Name and Title below
Charged Party Biscuit Filmworks	Charged Party CMS Productions
By: Name and Title Date	By: Name and Title Date
_____	/s/ _____
Print Name and Title below	Print Name and Title below

Charged Party Division 7	Charged Party Missing Pieces
By: Name and Title Date _____ /s/	By: Name and Title Date _____ /s/
Print Name and Title below _____	Print Name and Title below _____
Charged Party Morton Jankel Zander, Inc.	Charged Party O Positive LLC
By: Name and Title Date _____ (b) (6), (b) (7)(C)	By: Name and Title Date _____ /s/
Print Name and Title below _____ (b) (6), (b) (7)(C)	Print Name and Title below _____
Charged Party Park Pictures LLC	Charged Party Piro Inc.
By: Name and Title Date _____ /s/	By: Name and Title Date _____ /s/
Print Name and Title below _____	Print Name and Title below _____
Charged Party Radical Media LLC	Charged Party Smuggler
By: Name and Title Date _____ /s/	By: Name and Title _____ /s/
Print Name and Title below _____	Print Name and Title below _____

Charged Party Spare Parts		
By:	Name and Title	Date
_____ /s/		
Print Name and Title below 		
Recommended by: John Mickley, Board Agent  _____ Name		Approved by: Kathy Drew King, Regional Director _____ Name
_____ Date		_____ Date

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to hire any employee, including (b) (6), (b) (7)(C), because they serve as a (b) (6), (b) (7)(C) or because of their activities in support of the Motion Picture Studio Mechanics, Local 52, International Alliance of Theatrical Stage Employees (Union), or any other labor organization.

WE WILL NOT in any like or related manner interfere with employees' rights under Section 7 of the Act.

WE WILL consider for hire all employees, including (b) (6), (b) (7)(C), without discrimination because of the employee's role as a (b) (6), (b) (7)(C) or activities in support of the Union.

WE WILL offer employment to (b) (6), (b) (7)(C) in writing on each of our Union-represented productions in New York, New Jersey, or Connecticut which require more than one (b) (6), (b) (7)(C) department employee, and which begin hiring in the six months following the Regional Director's approval of this agreement.

WE WILL, within 14 days from the Regional Director's approval of this agreement, pay employee (b) (6), (b) (7)(C) for the wages and benefits that (b) (6), (b) (7)(C) lost, including backpay, interest, and excess tax liability (if applicable) that (b) (6), (b) (7)(C) suffered because we discriminated against (b) (6), (b) (7)(C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, make contributions to the Motion Picture Industry Pension and Health Plan and the Union's Individual Account Plan on behalf of employee (b) (6), (b) (7)(C), for any loss of contributions (b) (6), (b) (7)(C) suffered as a result of our discrimination against (b) (6), (b) (7)(C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, expunge from our files all references to our unlawful failure to hire or consider for hire of (b) (6), (b) (7)(C), to the extent that such references exist, and **WE WILL**, within 3 days thereafter, notify (b) (6), (b) (7)(C), in writing that this has been done and that we will not use our failure to hire (b) (6), (b) (7)(C) against (b) (6), (b) (7)(C) in any way.

Arts & Sciences

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

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Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Telephone: (718)330-7713
Hours of Operation: 8:15 a.m. to 4:45 p.m.

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(To be printed and posted on official Board notice form)

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- Choose a representative to bargain with us on your behalf;
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- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to hire any employee, including (b) (6), (b) (7)(C), because they serve as a (b) (6), (b) (7)(C) or because of their activities in support of the Motion Picture Studio Mechanics, Local 52, International Alliance of Theatrical Stage Employees (Union), or any other labor organization.

WE WILL NOT in any like or related manner interfere with employees' rights under Section 7 of the Act.

WE WILL consider for hire all employees, including (b) (6), (b) (7)(C), without discrimination because of the employee's role as a (b) (6), (b) (7)(C) or activities in support of the Union.

WE WILL offer employment to (b) (6), (b) (7)(C) in writing on each of our Union-represented productions in New York, New Jersey, or Connecticut which require more than one (b) (6), (b) (7)(C) department employee, and which begin hiring in the six months following the Regional Director's approval of this agreement.

WE WILL, within 14 days from the Regional Director's approval of this agreement, pay employee (b) (6), (b) (7)(C) for the wages and benefits that (b) (6), (b) (7)(C) lost, including backpay, interest, and excess tax liability (if applicable) that (b) (6), (b) (7)(C) suffered because we discriminated against (b) (6), (b) (7)(C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, make contributions to the Motion Picture Industry Pension and Health Plan and the Union's Individual Account Plan on behalf of employee (b) (6), (b) (7)(C), for any loss of contributions (b) (6), (b) (7)(C) suffered as a result of our discrimination against (b) (6), (b) (7)(C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, expunge from our files all references to our unlawful failure to hire or consider for hire of (b) (6), (b) (7)(C) to the extent that such references exist, and **WE WILL**, within 3 days thereafter, notify (b) (6), (b) (7)(C) in writing that this has been done and that we will not use our failure to hire (b) (6), (b) (7)(C) against (b) (6), (b) (7)(C) in any way.

Biscuit Filmworks

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

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WE WILL, within 14 days from the Regional Director's approval of this agreement, make contributions to the Motion Picture Industry Pension and Health Plan and the Union's Individual Account Plan on behalf of employee (b) (6), (b) (7)(C), for any loss of contributions (b) (6), (b) (7)(C) suffered as a result of our discrimination against (b) (6), (b) (7)(C).

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CMS Productions

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

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WE WILL NOT in any like or related manner interfere with employees' rights under Section 7 of the Act.

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WE WILL, within 14 days from the Regional Director's approval of this agreement, make contributions to the Motion Picture Industry Pension and Health Plan and the Union's Individual Account Plan on behalf of employee (b) (6), (b) (7)(C) for any loss of contributions (b) (6), (b) (7)(C) suffered as a result of our discrimination against (b) (6), (b) (7)(C).

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Division 7

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

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M s s n g P e c e s

(Employer)

Dated: _____

By: _____
(Representative) (Title)

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Morton Jankel Zander, Inc.

(Employer)

Dated: _____

By: _____
(Representative) (Title)

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O Positive LLC

(Employer)

Dated: _____

By: _____
(Representative) (Title)

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Park Pictures LLC

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

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Piro Inc

(Employer)

Dated: _____

By: _____
(Representative) (Title)

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Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Telephone: (718)330-7713
Hours of Operation: 8:15 a.m. to 4:45 p.m.

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(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to hire any employee, including (b) (6), (b) (7)(C) because they serve as a (b) (6), (b) (7)(C) or because of their activities in support of the Motion Picture Studio Mechanics, Local 52, International Alliance of Theatrical Stage Employees (Union), or any other labor organization.

WE WILL NOT in any like or related manner interfere with employees' rights under Section 7 of the Act.

WE WILL consider for hire all employees, including (b) (6), (b) (7)(C) without discrimination because of the employee's role as a (b) (6), (b) (7)(C) or activities in support of the Union.

WE WILL offer employment to (b) (6), (b) (7)(C) in writing on each of our Union-represented productions in New York, New Jersey, or Connecticut which require more than one (b) (6), (b) (7)(C) department employee, and which begin hiring in the six months following the Regional Director's approval of this agreement.

WE WILL, within 14 days from the Regional Director's approval of this agreement, pay employee (b) (6), (b) (7)(C) for the wages and benefits that (b) (6) lost, including backpay, interest, and excess tax liability (if applicable) that (b) (6) suffered because we discriminated against (b) (6), (b) (7)(C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, make contributions to the Motion Picture Industry Pension and Health Plan and the Union's Individual Account Plan on behalf of employee (b) (6), (b) (7)(C) for any loss of contributions (b) (6), (b) (7)(C) suffered as a result of our discrimination against (b) (6), (b) (7)(C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, expunge from our files all references to our unlawful failure to hire or consider for hire of (b) (6), (b) (7)(C) to the extent that such references exist, and **WE WILL**, within 3 days thereafter, notify (b) (6), (b) (7)(C).

in writing that this has been done and that we will not use our failure to hire (b) (6), (b) (7)(C) against (b) (6), (b) (7)(C) in any way.

Radical Media LLC

(Employer)

Dated: _____

By: _____
(Representative) (Title)

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WE WILL NOT do anything to prevent you from exercising the above rights.

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WE WILL NOT in any like or related manner interfere with employees' rights under Section 7 of the Act.

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WE WILL, within 14 days from the Regional Director's approval of this agreement, make contributions to the Motion Picture Industry Pension and Health Plan and the Union's Individual Account Plan on behalf of employee (b) (6), (b) (7)(C) for any loss of contributions (b) (6), (b) (7)(C) suffered as a result of our discrimination against (b) (6), (b) (7)(C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, expunge from our files all references to our unlawful failure to hire or consider for hire of (b) (6), (b) (7)(C) to the extent that such references exist, and **WE WILL**, within 3 days thereafter, notify (b) (6), (b) (7)(C).

in writing that this has been done and that we will not use our failure to hire (b) (6), (b) (7)(C) against (b) (6), (b) (7)(C) in any way.

Smuggler

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

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WE WILL, within 14 days from the Regional Director's approval of this agreement, make contributions to the Motion Picture Industry Pension and Health Plan and the Union's Individual Account Plan on behalf of employee (b) (6), (b) (7)(C) for any loss of contributions (b) (6), (b) (7)(C) suffered as a result of our discrimination against (b) (6), (b) (7)(C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, expunge from our files all references to our unlawful failure to hire or consider for hire of (b) (6), (b) (7)(C).

to the extent that such references exist, and **WE WILL**, within 3 days thereafter, notify (b) (6), (b) (7)(C) in writing that this has been done and that we will not use our failure to hire (b) (6), (b) (7)(C) against (b) (6), (b) in any way.

Spare Parts, Inc.

(Employer)

Dated: _____

By: _____

(Representative)

(Title)

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CERTIFICATION OF POSTING

**RE: Arts and Sciences, Biscuit Filmworks, CMS Products, Division 7, Missing Pieces, Morton Jankel Zander, Inc., O Positive LLC, Park Pictures LLC, Piro, Inc., Radical Media, LLC, Smuggler, Spare Parts, Inc.
Case(s) 29-CA-274206, 274217, 274241, 274254, 276120, 277630**

Due Date: October 27, 2022

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply

Physical Posting

The signed and dated Notice to Employees in the above matter was posted on (date) October 25, 2022 at the following locations: (List specific places of posting)
We do not have a New York Office. It has been posted at California office: 3303 Pico Blvd, Santa Monica, CA 90405
on the 2nd floor, in our copier room accessible to crew members alongside other state and federal labor posters.
The notice is posted across from the copier machine, adjacent to the shelf containing paper and supplies.

A legible copy of the signed Notice, displaying full text of the Notice, including the date, signature and title of the responsible official of the Employer was e-filed together with this Certification.

Sending Notices to Employees

Electronically Mailed

The signed and dated Notice to Employees in the above-captioned matter was electronically mailed on (date) October 26, 2022 to all employees who worked for the Charged Party under the collective bargaining agreement with Motion Picture Studio Mechanics, Local 52, International Alliance of Theatrical Stage Employees (Union) between March 15, 2021 and August 1, 2022 on a production that filmed in New York, New Jersey, or Connecticut. **A copy of this distribution e-mail, with all of the recipients' e-mail addresses visible, along with a copy of the attached Notice, was e-filed via the Agency's e-filing portal at www.nlrb.gov together with this Certification.**

Physical Mailing

The signed and dated Notice to Employees in the above captioned matter was mailed on (date) _____ to all employees who worked for the Charged Party under the collective bargaining agreement with Motion Picture Studio Mechanics, Local 52, International Alliance of Theatrical Stage Employees (Union) between March 15, 2021 and August 1, 2022 on a production that filmed in New York, New Jersey, or Connecticut. **A copy of the list of names and addresses of employees to whom the Notices were mailed was e-filed together with this Certification.**

O Positive, LLC

Arts and Sciences, Biscuit Filmworks, CMS
Products, Division 7, Missing Pieces, Morton
Jankel Zander, Inc., O Positive LLC, Park
Pictures LLC, Piro, Inc., Radical Media, LLC,
Smuggler, Spare Parts, Inc.
Case(s) 29-CA-274206, 274217, 274241,
274254, 276120, 277630

- 2 -

October 13, 2022

I have completed this Certification of Posting and state under penalty of perjury that it is true and correct.

CHARGED PARTY

(b) (6), (b) (7)(C)

LC

By:

Title:

Date: October 25, 2022

The Certification of Posting form and color-scanned signed Notice should be returned via e-file. Please do not e-mail or physically send hard copies of the Certification of Posting form or Notice at this time. If you need assistance in e-filing case documents, please contact the Compliance Officer or Assistant assigned to this case.

CERTIFICATION OF POSTING

RE: Arts and Sciences, Biscuit Filmworks, CMS Products, Division 7, Missing Pieces, Morton Jankel Zander, Inc., O Positive LLC, Park Pictures LLC, Piro, Inc., Radical Media, LLC, Smuggler, Spare Parts, Inc.
Case(s) 29-CA-274206, 274217, 274241, 274254, 276120, 277630

Due Date: October 27, 2022

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Arts and Sciences, Biscuit Filmworks, CMS
Products, Division 7, Missing Pieces, Morton
Jankel Zander, Inc., O Positive LLC, Park
Pictures LLC, Piro, Inc., Radical Media, LLC,
Smuggler, Spare Parts, Inc.
Case(s) 29-CA-274206, 274217, 274241,
274254, 276120, 277630

- 2 -

October 13, 2022

I have completed this Certification of Posting and state under penalty of perjury that it is true and correct.

CHARGED PARTY - O Positive LLC

By:

(b) (6), (b) (7)(C)

Title:

(b) (6), (b) (7)(C)

Date: October 25, 2022

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E-FILING TO APPEALS

1. **Extension of Time:** This document is used when the Charging Party is asking for more time to efile an Appeal.
 - If an Extension of Time is e-filed, and there are additional documents to be e-filed simultaneously with it, please e-file those documents under the selection **Correspondence**.
 - After an Extension of Time has already been e-filed, any **additional** materials to add to the Extension of Time should be e-filed under **Correspondence**.
2. **File an Appeal:** If the Charging Party does not agree with the Region's decision on the case, an Appeal can be e-filed.
 - Only **one (1) Appeal** can be e-filed to **each** determination in the Region's decision letter that is received.
 - After an Appeal has been e-filed, any **additional** materials to add to the Appeal should be e-filed under **Correspondence**.
3. **Notice of Appearance:** Either party can e-file a Notice of Appearance if there is a new counsel representing one side or a different counsel.
 - This document is only e-filed with the Office of Appeals after a decision has been made by the Region.
 - This document can be e-filed **before** an Appeal is e-filed.
4. **Correspondence:** Parties will **select** Correspondence when adding documents or supplementing the Appeal or Extension of Time.
 - Correspondence is used to e-file documents **after** an **Extension of Time, Appeal or Notice of Appearance** has been e-filed.
5. **Position Statement:** The Charging Party or Charged Party may e-file a Position Statement.
 - The Charging Party will e-file this document as a supplement of the Appeal.
 - The Charged Party will specifically file one to support the Region's decision.
 - This document should be e-filed **after** an **Extension of Time, Appeal or Notice of Appearance** has been e-filed.
6. **Withdrawal Request:** If the Charging Party decides to no longer pursue their appeal, he/she can e-file a Withdrawal Request to the Office of Appeals.
 - This document should be e-Filed **after** an **Extension of Time, Appeal or Notice of Appearance** has been e-filed.



7. The selections of **Evidence** or **Other** should no longer be used.
8. If you need to contact the Office of Appeals, please call **(202)273-3760**.

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WE WILL, within 14 days from the Regional Director's approval of this agreement, expunge from our files all references to our unlawful failure to hire or consider for hire of [REDACTED], to the extent that such references exist, and **WE WILL**, within 3 days thereafter, notify [REDACTED], in writing that this has been done and that we will not use our failure to hire [REDACTED] against [REDACTED] in any way.

Arts & Sciences

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

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WE WILL, within 14 days from the Regional Director's approval of this agreement, expunge from our files all references to our unlawful failure to hire or consider for hire of [REDACTED], to the extent that such references exist, and **WE WILL**, within 3 days thereafter, notify [REDACTED] in writing that this has been done and that we will not use our failure to hire [REDACTED] against [REDACTED] in any way.

Biscuit Filmworks

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

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WE WILL, within 14 days from the Regional Director's approval of this agreement, pay employee (b) (6), (b) (7)(C) for the wages and benefits that (b) (6) lost, including backpay, interest, and excess tax liability (if applicable) that (b) (6) suffered because we discriminated against (b) (6), (b) (7)(C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, make contributions to the Motion Picture Industry Pension and Health Plan and the Union's Individual Account Plan on behalf of employee (b) (6), (b) (7)(C), for any loss of contributions (b) (6), (b) (7)(C) suffered as a result of our discrimination against (b) (6).

WE WILL, within 14 days from the Regional Director's approval of this agreement, expunge from our files all references to our unlawful failure to hire or consider for hire of (b) (6), (b) (7)(C), to the extent that such references exist, and **WE WILL**, within 3 days thereafter, notify (b) (6), (b) (7)(C), in writing that this has been done and that we will not use our failure to hire (b) (6), (b) (7)(C) against (b) (6), (b) (7)(C) in any way.

CMS Productions

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Telephone: (718)330-7713
Hours of Operation: 8:15 a.m. to 4:45 p.m.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Compliance Officer for Region 29 – 718-330-7713.

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to hire any employee, including (b) (6), (b) (7)(C), because they serve as a (b) (6), (b) (7)(C) or because of their activities in support of the Motion Picture Studio Mechanics, Local 52, International Alliance of Theatrical Stage Employees (Union), or any other labor organization.

WE WILL NOT in any like or related manner interfere with employees' rights under Section 7 of the Act.

WE WILL consider for hire all employees, including (b) (6), (b) (7)(C), without discrimination because of the employee's role as a (b) (6), (b) (7)(C) or activities in support of the Union.

WE WILL offer employment to (b) (6), (b) (7)(C) in writing on each of our Union-represented productions in New York, New Jersey, or Connecticut which require more than one (b) (6), (b) (7)(C) department employee, and which begin hiring in the six months following the Regional Director's approval of this agreement.

WE WILL, within 14 days from the Regional Director's approval of this agreement, pay employee (b) (6), (b) (7)(C) for the wages and benefits that (b) (6) lost, including backpay, interest, and excess tax liability (if applicable) that (b) (6) suffered because we discriminated against (b) (6), (b) (7)(C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, make contributions to the Motion Picture Industry Pension and Health Plan and the Union's Individual Account Plan on behalf of employee (b) (6), (b) (7)(C), for any loss of contributions (b) (6), (b) (7)(C) suffered as a result of our discrimination against (b) (6), (b) (7)(C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, expunge from our files all references to our unlawful failure to hire or consider for hire of (b) (6), (b) (7)(C), to the extent that such references exist, and **WE WILL**, within 3 days thereafter, notify (b) (6), (b) (7)(C), in writing that this has been done and that we will not use our failure to hire (b) (6), (b) (7)(C) against (b) (6), (b) (7)(C) in any way.

Division 7

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

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Two Metro Tech Center
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Brooklyn, NY 11201-3838

Telephone: (718)330-7713
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(To be printed and posted on official Board notice form)

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- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to hire any employee, including (b) (6), (b) (7)(C), because they serve as a (b) (6), (b) (7) or because of their activities in support of the Motion Picture Studio Mechanics, Local 52, International Alliance of Theatrical Stage Employees (Union), or any other labor organization.

WE WILL NOT in any like or related manner interfere with employees' rights under Section 7 of the Act.

WE WILL consider for hire all employees, including (b) (6), (b) (7)(C), without discrimination because of the employee's role as a (b) (6), (b) (7)(C) or activities in support of the Union.

WE WILL offer employment to (b) (6), (b) (7)(C) in writing on each of our Union-represented productions in New York, New Jersey, or Connecticut which require more than one (b) (6), (b) (7)(C) department employee, and which begin hiring in the six months following the Regional Director's approval of this agreement.

WE WILL, within 14 days from the Regional Director's approval of this agreement, pay employee (b) (6), (b) (7)(C) for the wages and benefits that (b) (6) lost, including backpay, interest, and excess tax liability (if applicable) that (b) (6) suffered because we discriminated against (b) (6), (b) (7)(C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, make contributions to the Motion Picture Industry Pension and Health Plan and the Union's Individual Account Plan on behalf of employee (b) (6), (b) (7)(C), for any loss of contributions (b) (6), (b) (7)(C) suffered as a result of our discrimination against (b) (6), (b) (7)(C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, expunge from our files all references to our unlawful failure to hire or consider for hire of (b) (6), (b) (7)(C), to the extent that such references exist, and **WE WILL**, within 3 days thereafter, notify (b) (6), (b) (7)(C), in writing that this has been done and that we will not use our failure to hire (b) (6), (b) (7)(C) against (b) (6), (b) (7)(C) in any way.

M s s n g P e c e s

(Employer)

Dated: _____

By: _____
(Representative) (Title)

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Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

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Hours of Operation: 8:15 a.m. to 4:45 p.m.

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(To be printed and posted on official Board notice form)

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- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to hire any employee, including (b) (6), (b) (7)(C), because they serve as a (b) (6), (b) (7)(C) or because of their activities in support of the Motion Picture Studio Mechanics, Local 52, International Alliance of Theatrical Stage Employees (Union), or any other labor organization.

WE WILL NOT in any like or related manner interfere with employees' rights under Section 7 of the Act.

WE WILL consider for hire all employees, including (b) (6), (b) (7)(C), without discrimination because of the employee's role as a (b) (6), (b) (7)(C) or activities in support of the Union.

WE WILL offer employment to (b) (6), (b) (7)(C) in writing on each of our Union-represented productions in New York, New Jersey, or Connecticut which require more than one (b) (6), (b) (7)(C) department employee, and which begin hiring in the six months following the Regional Director's approval of this agreement.

WE WILL, within 14 days from the Regional Director's approval of this agreement, pay employee (b) (6), (b) (7)(C) for the wages and benefits that (b) (6) lost, including backpay, interest, and excess tax liability (if applicable) that (b) (6) suffered because we discriminated against (b) (6), (b) (7)(C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, make contributions to the Motion Picture Industry Pension and Health Plan and the Union's Individual Account Plan on behalf of employee (b) (6), (b) (7)(C), for any loss of contributions (b) (6), (b) (7)(C) suffered as a result of our discrimination against (b) (6), (b) (7)(C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, expunge from our files all references to our unlawful failure to hire or consider for hire of [REDACTED], to the extent that such references exist, and **WE WILL**, within 3 days thereafter, notify [REDACTED] in writing that this has been done and that we will not use our failure to hire [REDACTED] against [REDACTED] in any way.

Morton Jankel Zander, Inc.

(Employer)

Dated: _____

By: _____
(Representative) (Title)

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WE WILL NOT in any like or related manner interfere with employees' rights under Section 7 of the Act.

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WE WILL, within 14 days from the Regional Director's approval of this agreement, make contributions to the Motion Picture Industry Pension and Health Plan and the Union's Individual Account Plan on behalf of employee (b) (6), (b) (7)(C), for any loss of contributions (b) (6), (b) (7)(C) suffered as a result of our discrimination against (b) (6), (b) (7)(C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, expunge from our files all references to our unlawful failure to hire or consider for hire of [REDACTED], to the extent that such references exist, and **WE WILL**, within 3 days thereafter, notify [REDACTED] in writing that this has been done and that we will not use our failure to hire [REDACTED] against [REDACTED] in any way.

O Positive LLC

(Employer)

Dated: _____

By: _____
(Representative) (Title)

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Suite 5100
Brooklyn, NY 11201-3838

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WE WILL offer employment to (b) (6), (b) (7)(C) in writing on each of our Union-represented productions in New York, New Jersey, or Connecticut which require more than one (b) (6), (b) (7)(C) department employee, and which begin hiring in the six months following the Regional Director's approval of this agreement.

WE WILL, within 14 days from the Regional Director's approval of this agreement, pay employee (b) (6), (b) (7)(C) for the wages and benefits that (b) (6), (b) (7)(C) lost, including backpay, interest, and excess tax liability (if applicable) that (b) (6), (b) (7)(C) suffered because we discriminated against (b) (6), (b) (7)(C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, make contributions to the Motion Picture Industry Pension and Health Plan and the Union's Individual Account Plan on behalf of employee (b) (6), (b) (7)(C) for any loss of contributions (b) (6), (b) (7)(C) suffered as a result of our discrimination against (b) (6), (b) (7)(C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, expunge from our files all references to our unlawful failure to hire or consider for hire of (b) (6), (b) (7)(C),

to the extent that such references exist, and **WE WILL**, within 3 days thereafter, notify (b) (6), (b) (7)(C) in writing that this has been done and that we will not use our failure to hire (b) (6), (b) (7)(C) against (b) (6), (b) (7)(C) in any way.

Park Pictures LLC

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

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Suite 5100
Brooklyn, NY 11201-3838

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- Act together with other employees for your benefit and protection;
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WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to hire any employee, including (b) (6), (b) (7)(C), because they serve as a (b) (6), (b) (7)(C) or because of their activities in support of the Motion Picture Studio Mechanics, Local 52, International Alliance of Theatrical Stage Employees (Union), or any other labor organization.

WE WILL NOT in any like or related manner interfere with employees' rights under Section 7 of the Act.

WE WILL consider for hire all employees, including (b) (6), (b) (7)(C), without discrimination because of the employee's role as a (b) (6), (b) (7)(C) or activities in support of the Union.

WE WILL offer employment to (b) (6), (b) (7)(C) in writing on each of our Union-represented productions in New York, New Jersey, or Connecticut which require more than one (b) (6), (b) (7)(C) department employee, and which begin hiring in the six months following the Regional Director's approval of this agreement.

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WE WILL, within 14 days from the Regional Director's approval of this agreement, make contributions to the Motion Picture Industry Pension and Health Plan and the Union's Individual Account Plan on behalf of employee (b) (6), (b) (7)(C), for any loss of contributions (b) (6), (b) (7)(C) suffered as a result of our discrimination against (b) (6), (b) (7)(C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, expunge from our files all references to our unlawful failure to hire or consider for hire of (b) (6), (b) (7)(C), to the extent that such references exist, and **WE WILL**, within 3 days thereafter, notify (b) (6), (b) (7)(C).

in writing that this has been done and that we will not use our failure to hire (b) (6), (b) (7)(C) against (b) (6), (b) (7)(C) in any way.

Piro Inc

(Employer)

Dated: _____

By: _____
(Representative) (Title)

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- Choose not to engage in any of these protected activities.

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WE WILL NOT refuse to hire any employee, including (b) (6), (b) (7)(C), because they serve as a (b) (6), (b) (7)(C) or because of their activities in support of the Motion Picture Studio Mechanics, Local 52, International Alliance of Theatrical Stage Employees (Union), or any other labor organization.

WE WILL NOT in any like or related manner interfere with employees' rights under Section 7 of the Act.

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WE WILL offer employment to (b) (6), (b) (7)(C) in writing on each of our Union-represented productions in New York, New Jersey, or Connecticut which require more than one (b) (6), (b) (7)(C) department employee, and which begin hiring in the six months following the Regional Director's approval of this agreement.

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WE WILL, within 14 days from the Regional Director's approval of this agreement, make contributions to the Motion Picture Industry Pension and Health Plan and the Union's Individual Account Plan on behalf of employee (b) (6), (b) (7), for any loss of contributions (b) (6), (b) (7) suffered as a result of our discrimination against (b) (6), (b) (7)(C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, expunge from our files all references to our unlawful failure to hire or consider for hire of (b) (6), (b) (7), to the extent that such references exist, and **WE WILL**, within 3 days thereafter, notify (b) (6), (b) (7)(C).

in writing that this has been done and that we will not use our failure to hire (b) (6), against (b) (6) in any way.

Radical Media LLC

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

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- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to hire any employee, including (b) (6), (b) (7) (C), because they serve as a (b) (6), (b) (7) (C) or because of their activities in support of the Motion Picture Studio Mechanics, Local 52, International Alliance of Theatrical Stage Employees (Union), or any other labor organization.

WE WILL NOT in any like or related manner interfere with employees' rights under Section 7 of the Act.

WE WILL consider for hire all employees, including (b) (6), (b) (7) (C), without discrimination because of the employee's role as a (b) (6), (b) (7) (C) or activities in support of the Union.

WE WILL offer employment to (b) (6), (b) (7) (C) in writing on each of our Union-represented productions in New York, New Jersey, or Connecticut which require more than one (b) (6), (b) (7) (C) department employee, and which begin hiring in the six months following the Regional Director's approval of this agreement.

WE WILL, within 14 days from the Regional Director's approval of this agreement, pay employee (b) (6), (b) (7) (C) for the wages and benefits that (b) (6), (b) (7) (C) lost, including backpay, interest, and excess tax liability (if applicable) that (b) (6), (b) (7) (C) suffered because we discriminated against (b) (6), (b) (7) (C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, make contributions to the Motion Picture Industry Pension and Health Plan and the Union's Individual Account Plan on behalf of employee (b) (6), (b) (7) (C), for any loss of contributions (b) (6), (b) (7) (C) suffered as a result of our discrimination against (b) (6), (b) (7) (C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, expunge from our files all references to our unlawful failure to hire or consider for hire of (b) (6), (b) (7) (C), to the extent that such references exist, and **WE WILL**, within 3 days thereafter, notify (b) (6), (b) (7) (C).

in writing that this has been done and that we will not use our failure to hire (b) (6), against (b) (6) in any way.

Smuggler

(Employer)

Dated: _____

By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Telephone: (718)330-7713
Hours of Operation: 8:15 a.m. to 4:45 p.m.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Compliance Officer for Region 29 – 718-330-7713.

(To be printed and posted on official Board notice form)

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to hire any employee, including (b) (6), (b) (7) (C), because they serve as a (b) (6), (b) (7) (C) or because of their activities in support of the Motion Picture Studio Mechanics, Local 52, International Alliance of Theatrical Stage Employees (Union), or any other labor organization.

WE WILL NOT in any like or related manner interfere with employees' rights under Section 7 of the Act.

WE WILL consider for hire all employees, including (b) (6), (b) (7) (C), without discrimination because of the employee's role as a (b) (6), (b) (7) (C) or activities in support of the Union.

WE WILL offer employment to (b) (6), (b) (7) (C) in writing on each of our Union-represented productions in New York, New Jersey, or Connecticut which require more than one (b) (6), (b) (7) (C) department employee, and which begin hiring in the six months following the Regional Director's approval of this agreement.

WE WILL, within 14 days from the Regional Director's approval of this agreement, pay employee (b) (6), (b) (7) (C) for the wages and benefits that (b) (6), (b) (7) (C) lost, including backpay, interest, and excess tax liability (if applicable) that (b) (6), (b) (7) (C) suffered because we discriminated against (b) (6), (b) (7) (C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, make contributions to the Motion Picture Industry Pension and Health Plan and the Union's Individual Account Plan on behalf of employee (b) (6), (b) (7) (C), for any loss of contributions (b) (6), (b) (7) (C) suffered as a result of our discrimination against (b) (6), (b) (7) (C).

WE WILL, within 14 days from the Regional Director's approval of this agreement, expunge from our files all references to our unlawful failure to hire or consider for hire of (b) (6), (b) (7) (C).

to the extent that such references exist, and **WE WILL**, within 3 days thereafter, notify (b) (6), in writing that this has been done and that we will not use our failure to hire (b) (6), against (b) (6) in any way.

Spare Parts, Inc.

(Employer)

Dated: _____

By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Telephone: (718)330-7713
Hours of Operation: 8:15 a.m. to 4:45 p.m.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Compliance Officer for Region 29 – 718-330-7713.

CERTIFICATION OF POSTING

RE: Arts and Sciences, Biscuit Filmworks, CMS Products, Division 7, Missing Pieces, Morton Jankel Zander, Inc., O Positive LLC, Park Pictures LLC, Piro, Inc., Radical Media, LLC, Smuggler, Spare Parts, Inc.
Case(s) 29-CA-274206, 274217, 274241, 274254, 276120, 277630

Due Date: October 27, 2022

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply

Physical Posting

The signed and dated Notice to Employees in the above matter was posted on (date) 10/26/2022 at the following locations: (List specific places of posting)

4223 GLENCOE AVE. SUITE A 200 - 2ND FLOOR
MARINA DEL REY CA 90292

THE NOTICE WAS POSTED IN THE COMPANY BREAKROOM
WHICH IS OPEN AND USED BY ALL EMPLOYEES.

A legible copy of the signed Notice, displaying full text of the Notice, including the date, signature and title of the responsible official of the Employer was e-filed together with this Certification.

Sending Notices to Employees

Electronically Mailed

The signed and dated Notice to Employees in the above-captioned matter was electronically mailed on (date) 10/25/2022 to all employees who worked for the Charged Party under the collective bargaining agreement with Motion Picture Studio Mechanics, Local 52, International Alliance of Theatrical Stage Employees (Union) between March 15, 2021 and August 1, 2022 on a production that filmed in New York, New Jersey, or Connecticut. **A copy of this distribution e-mail, with all of the recipients' e-mail addresses visible, along with a copy of the attached Notice, was e-filed via the Agency's e-filing portal at www.nlr.gov together with this Certification.**

Physical Mailing

The signed and dated Notice to Employees in the above captioned matter was mailed on (date) 10/27/2022 to all employees who worked for the Charged Party under the collective bargaining agreement with Motion Picture Studio Mechanics, Local 52, International Alliance of Theatrical Stage Employees (Union) between March 15, 2021 and August 1, 2022 on a production that filmed in New York, New Jersey, or Connecticut. **A copy of the list of names and addresses of employees to whom the Notices were mailed was e-filed together with this Certification.**

CERTIFICATION OF COMPLIANCE

Due Date: November 3, 2022

**RE: Arts and Sciences, Biscuit Filmworks, CMS Products, Division 7, Missing Pieces, Morton Jankel Zander, Inc., O Positive LLC, Park Pictures LLC, Piro, Inc., Radical Media, LLC, Smuggler, Spare Parts, Inc.
Case(s) 29-CA-274206, 274217, 274241, 274254, 276120, 277630**

As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply.

**Provided Report of Backpay Paid Under the National Labor Relations Act
("Backpay Report") and IRS W-2 Form**

On (date) _____, the Employer provided a completed Report of Backpay Paid Under the National Labor Relations Act for (b) (6), (b) (7)(C) who received backpay.

On (date) _____, the Employer provided a W-2 for (b) (6), (b) (7)(C) who received backpay.

Expunged Records

On (date) _____ October 27, 2022 _____, the Employer removed from its records any reference to the unlawful failures to hire or consider for hire (b) (6), (b) (7)(C) and notified (b) (6), (b) (7)(C) that it will not be used against (b) (6), (b) (7)(C) in any way. **A copy of the letter of removal of record has been e-filed.**

Make Whole Remedy

On (date) _____ November 3, 2022 _____, the Employer made whole the (b) (6), (b) (7)(C) as described in the Settlement Agreement for the loss of wages and benefits.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY - O Positive, LLC

By: (b) (6), (b) (7)(C) _____
Title: (b) (6), (b) (7)(C) _____
Date: November 3, 2022 _____

This form should be returned to the Regional Office via e-file. Please do not e-mail or physically send hard copies of the Certification of Compliance form at this time. If you need assistance in e-filing case documents, please contact the Compliance Officer or Assistant assigned to this case.

CERTIFICATION OF COMPLIANCE

Due Date: November 3, 2022

**RE: Arts and Sciences, Biscuit Filmworks, CMS Products, Division 7, Missing Pieces, Morton Jankel Zander, Inc., O Positive LLC, Park Pictures LLC, Piro, Inc., Radical Media, LLC, Smuggler, Spare Parts, Inc.
Case(s) 29-CA-274206, 274217, 274241, 274254, 276120, 277630**

As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply.

**Provided Report of Backpay Paid Under the National Labor Relations Act
("Backpay Report") and IRS W-2 Form**

On (date) _____, the Employer provided a completed Report of Backpay Paid Under the National Labor Relations Act for (b) (6), (b) (7)(C) who received backpay.

On (date) _____, the Employer provided a W-2 for (b) (6), (b) (7)(C) who received backpay.

Expunged Records

On (date) _____ October 27, 2022 _____, the Employer removed from its records any reference to the unlawful failures to hire or consider for hire (b) (6), (b) (7)(C) and notified (b) (6), (b) (7)(C) that it will not be used against (b) (6), (b) (7)(C) in any way. **A copy of the letter of removal of record has been e-filed.**

Make Whole Remedy

On (date) _____ November 7, 2022 _____, the Employer made whole the (b) (6), (b) (7)(C) as described in the Settlement Agreement for the loss of wages and benefits.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY - O Positive, LLC

(b) (6), (b) (7)(C)

By: _____

Title: _____

Date: _____ November 7, 2022 _____

This form should be returned to the Regional Office via e-file. Please do not e-mail or physically send hard copies of the Certification of Compliance form at this time. If you need assistance in e-filing case documents, please contact the Compliance Officer or Assistant assigned to this case.

CERTIFICATION OF COMPLIANCE

Due Date: November 3, 2022

RE: Arts and Sciences, Biscuit Filmworks, CMS Products, Division 7, Missing Pieces, Morton Jankel Zander, Inc., O Positive LLC, Park Pictures LLC, Piro, Inc., Radical Media, LLC, Smuggler, Spare Parts, Inc.

Case(s) 29-CA-274206, 274217, 274241, 274254, 276120, 277630

As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply.

Provided Report of Backpay Paid Under the National Labor Relations Act
("Backpay Report") and IRS W-2 Form

On (date) _____, the Employer provided a completed Report of Backpay Paid Under the National Labor Relations Act for (b) (6), (b) (7)(C) who received backpay.

On (date) _____, the Employer provided a W-2 for (b) (6), (b) (7)(C) who received backpay.

Expunged Records

On (date) 10/27/22, the Employer removed from its records any reference to the unlawful failures to hire or consider for hire (b) (6), (b) (7)(C) and notified (b) (6), (b) (7)(C) that it will not be used against (b) (6), (b) (7)(C) in any way. A copy of the letter of removal of record has been e-filed.

Make Whole Remedy

On (date) 11/7/22, the Employer made whole the (b) (6), (b) (7)(C) as described in the Settlement Agreement for the loss of wages and benefits.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY Radical Media

By: (b) (6), (b) (7)(C) Radical Media
Title: (b) (6), (b) (7)(C)
Date: 11/7/22

This form should be returned to the Regional Office via e-file. Please do not e-mail or physically send hard copies of the Certification of Compliance form at this time. If you need assistance in e-filing case documents, please contact the Compliance Officer or Assistant assigned to this case.

CERTIFICATION OF COMPLIANCE

Due Date: November 3, 2022

**RE: Arts and Sciences, Biscuit Filmworks, CMS Products, Division 7, Missing Pieces, Morton Jankel Zander, Inc., O Positive LLC, Park Pictures LLC, Piro, Inc., Radical Media, LLC, Smuggler, Spare Parts, Inc.
Case(s) 29-CA-274206, 274217, 274241, 274254, 276120, 277630**

(b) (6), (b) (7)(C)

As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply.

**Provided Report of Backpay Paid Under the National Labor Relations Act
("Backpay Report") and IRS W-2 Form**

On (date) _____, the Employer provided a completed Report of Backpay Paid Under the National Labor Relations Act for (b) (6), (b) (7)(C) who received backpay.

On (date) _____, the Employer provided a W-2 for (b) (6), (b) (7)(C) who received backpay.

Expunged Records

On (date) _____, the Employer removed from its records any reference to the unlawful failures to hire or consider for hire (b) (6), (b) (7)(C) and notified (b) (6), (b) (7)(C) that it will not be used against (b) (6), (b) (7)(C) in any way. **A copy of the letter of removal of record has been e-filed.**

Make Whole Remedy

On (date) _____, the Employer made whole the (b) (6), (b) (7)(C) as described in the Settlement Agreement for the loss of wages and benefits.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY

(b) (6), (b) (7)(C)

By: _____

Title: (b) (6), (b) (7)(C) _____

Date: _____

This form should be returned to the Regional Office via e-file. Please do not e-mail or physically send hard copies of the Certification of Compliance form at this time. If you need assistance in e-filing case documents, please contact the Compliance Officer or Assistant assigned to this case.

CERTIFICATION OF COMPLIANCE

Due Date: November 3, 2022

RE: Arts and Sciences, Biscuit Filmworks, CMS Products, Division 7, Missing Pieces, Morton Jankel Zander, Inc., O Positive LLC, Park Pictures LLC, Piro, Inc., Radical Media, LLC, Smuggler, Spare Parts, Inc.
Case(s) 29-CA-274206, 274217, 274241, 274254, 276120, 277630

(b) (6), (b) (7)(C)

As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply.

Provided Report of Backpay Paid Under the National Labor Relations Act
("Backpay Report") and IRS W-2 Form

On (date) _____, the Employer provided a completed Report of Backpay Paid Under the National Labor Relations Act for (b) (6), (b) (7)(C) who received backpay.

On (date) _____, the Employer provided a W-2 for (b) (6), (b) (7)(C) who received backpay.

Expunged Records

On (date) _____, the Employer removed from its records any reference to the unlawful failures to hire or consider for hire (b) (6), (b) (7)(C) and notified (b) (6), (b) (7)(C) that it will not be used against (b) (6), (b) (7)(C) in any way. **A copy of the letter of removal of record has been e-filed.**

Make Whole Remedy

On (date) _____, the Employer made whole the (b) (6), (b) (7)(C) as described in the Settlement Agreement for the loss of wages and benefits.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY

By: (b) (6), (b) (7)(C)
Title: (b) (6), (b) (7)(C)
Date: _____

This form should be returned to the Regional Office via e-file. Please do not e-mail or physically send hard copies of the Certification of Compliance form at this time. If you need assistance in e-filing case documents, please contact the Compliance Officer or Assistant assigned to this case.

CERTIFICATION OF COMPLIANCE

Due Date: November 3, 2022

**RE: Arts and Sciences, Biscuit Filmworks, CMS Products, Division 7, Missing Pieces, Morton Jankel Zander, Inc., O Positive LLC, Park Pictures LLC, Piro, Inc., Radical Media, LLC, Smuggler, Spare Parts, Inc.
Case(s) 29-CA-274206, 274217, 274241, 274254, 276120, 277630**

As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply.

**Provided Report of Backpay Paid Under the National Labor Relations Act
("Backpay Report") and IRS W-2 Form**

On (date) _____, the Employer provided a completed Report of Backpay Paid Under the National Labor Relations Act for (b) (6), (b) (7)(C) who received backpay.

On (date) _____, the Employer provided a W-2 for (b) (6), (b) (7)(C) who received backpay.

Expunged Records

On (date) _____, the Employer removed from its records any reference to the unlawful failures to hire or consider for hire (b) (6), (b) (7)(C) and notified (b) (6), (b) (7)(C) that it will not be used against (b) (6), (b) (7)(C) in any way. **A copy of the letter of removal of record has been e-filed.**

Make Whole Remedy

On (date) _____, the Employer made whole the (b) (6), (b) (7)(C) as described in the Settlement Agreement for the loss of wages and benefits.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY

By: (b) (6), (b) (7)(C)
Title: (b) (6), (b) (7)(C)
Date: _____

This form should be returned to the Regional Office via e-file. Please do not e-mail or physically send hard copies of the Certification of Compliance form at this time. If you need assistance in e-filing case documents, please contact the Compliance Officer or Assistant assigned to this case.

CERTIFICATION OF COMPLIANCE

Due Date: November 3, 2022

**RE: Arts and Sciences, Biscuit Filmworks, CMS Products, Division 7, Missing Pieces, Morton Jankel Zander, Inc., O Positive LLC, Park Pictures LLC, Piro, Inc., Radical Media, LLC, Smuggler, Spare Parts, Inc.
Case(s) 29-CA-274206, 274217, 274241, 274254, 276120, 277630**

As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply.

**Provided Report of Backpay Paid Under the National Labor Relations Act
("Backpay Report") and IRS W-2 Form**

On (date) _____, the Employer provided a completed Report of Backpay Paid Under the National Labor Relations Act for (b) (6), (b) (7)(C) who received backpay.

On (date) _____, the Employer provided a W-2 for (b) (6), (b) (7)(C) who received backpay.

Expunged Records

On (date) October 27, 2022, the Employer removed from its records any reference to the unlawful failures to hire or consider for hire (b) (6), (b) (7)(C) and notified (b) (6), (b) (7)(C) that it will not be used against (b) (6), (b) (7)(C) in any way. **A copy of the letter of removal of record has been e-filed.**

Make Whole Remedy

On (date) November 7, 2022, the Employer made whole the (b) (6), (b) (7)(C) as described in the Settlement Agreement for the loss of wages and benefits.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY

By: (b) (6), (b) (7)(C)
Title: (b) (6), (b) (7)(C) division7
Date: November 7, 2022

This form should be returned to the Regional Office via e-file. Please do not e-mail or physically send hard copies of the Certification of Compliance form at this time. If you need assistance in e-filing case documents, please contact the Compliance Officer or Assistant assigned to this case.

CERTIFICATION OF COMPLIANCE

Due Date: November 3, 2022

**RE: Arts and Sciences, Biscuit Filmworks, CMS Products, Division 7, Missing Pieces, Morton Jankel Zander, Inc., O Positive LLC, Park Pictures LLC, Piro, Inc., Radical Media, LLC, Smuggler, Spare Parts, Inc.
Case(s) 29-CA-274206, 274217, 274241, 274254, 276120, 277630**

As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply.

**Provided Report of Backpay Paid Under the National Labor Relations Act
("Backpay Report") and IRS W-2 Form**

On (date) _____, the Employer provided a completed Report of Backpay Paid Under the National Labor Relations Act for (b) (6), (b) (7)(C) who received backpay.

On (date) _____, the Employer provided a W-2 for (b) (6), (b) (7)(C) who received backpay.

Expunged Records

On (date) October 27, 2022, the Employer removed from its records any reference to the unlawful failures to hire or consider for hire (b) (6), (b) (7)(C) and notified (b) (6), (b) (7)(C) that it will not be used against (b) (6), (b) (7)(C) in any way. **A copy of the letter of removal of record has been e-filed.**

Make Whole Remedy

On (date) November 7, 2022, the Employer made whole the (b) (6), (b) (7)(C) as described in the Settlement Agreement for the loss of wages and benefits.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY

By: _____
(b) (6), (b) (7)(C)
Title: _____
(b) (6), (b) (7)(C) SMUGGLER
Date: November 7, 2022

This form should be returned to the Regional Office via e-file. Please do not e-mail or physically send hard copies of the Certification of Compliance form at this time. If you need assistance in e-filing case documents, please contact the Compliance Officer or Assistant assigned to this case.

CERTIFICATION OF COMPLIANCE

Due Date: November 3, 2022

**RE: Arts and Sciences, Biscuit Filmworks, CMS Products, Division 7, Missing Pieces, Morton Jankel Zander, Inc., O Positive LLC, Park Pictures LLC, Piro, Inc., Radical Media, LLC, Smuggler, Spare Parts, Inc.
Case(s) 29-CA-274206, 274217, 274241, 274254, 276120, 277630**

As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply.

**Provided Report of Backpay Paid Under the National Labor Relations Act
("Backpay Report") and IRS W-2 Form**

On (date) _____, the Employer provided a completed Report of Backpay Paid Under the National Labor Relations Act for (b) (6), (b) (7)(C) who received backpay.

On (date) _____, the Employer provided a W-2 for (b) (6), (b) (7)(C) who received backpay.

Expunged Records

On (date) October 27th, 2022, the Employer removed from its records any reference to the unlawful failures to hire or consider for hire (b) (6), (b) (7)(C) and notified (b) (6), (b) (7)(C) that it will not be used against (b) (6), (b) (7)(C) in any way. **A copy of the letter of removal of record has been e-filed.**

Make Whole Remedy

On (date) November 7th, 2022, the Employer made whole the (b) (6), (b) (7)(C) as described in the Settlement Agreement for the loss of wages and benefits.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY

(b) (6), (b) (7)(C)

By: _____

Title: _____

Date: 11/7/22

This form should be returned to the Regional Office via e-file. Please do not e-mail or physically send hard copies of the Certification of Compliance form at this time. If you need assistance in e-filing case documents, please contact the Compliance Officer or Assistant assigned to this case.

CERTIFICATION OF COMPLIANCE

Due Date: November 3, 2022

**RE: Arts and Sciences, Biscuit Filmworks, CMS Products, Division 7, Missing Pieces, Morton Jankel Zander, Inc., O Positive LLC, Park Pictures LLC, Piro, Inc., Radical Media, LLC, Smuggler, Spare Parts, Inc.
Case(s) 29-CA-274206, 274217, 274241, 274254, 276120, 277630**

As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply.

**Provided Report of Backpay Paid Under the National Labor Relations Act
("Backpay Report") and IRS W-2 Form**

On (date) 10/27/2022, the Employer provided a completed Report of Backpay Paid Under the National Labor Relations Act for (b) (6), (b) (7)(C) who received backpay.

On (date) N/A, the Employer provided a W-2 for (b) (6), (b) (7)(C) who received backpay.

Expunged Records

On (date) 10/27/2022, the Employer removed from its records any reference to the unlawful failures to hire or consider for hire (b) (6), (b) (7)(C) and notified (b) (6), (b) (7)(C) that it will not be used against (b) (6), (b) (7)(C) in any way. **A copy of the letter of removal of record has been e-filed.**

Make Whole Remedy

On (date) 11/8/2022, the Employer made whole the (b) (6), (b) (7)(C) as described in the Settlement Agreement for the loss of wages and benefits.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY

By:

Title:

Date:

Case Reaction S
(b) (6), (b) (7)(C)
11/8/2022

This form should be returned to the Regional Office via e-file. Please do not e-mail or physically send hard copies of the Certification of Compliance form at this time. If you need assistance in e-filing case documents, please contact the Compliance Officer or Assistant assigned to this case.

CERTIFICATION OF COMPLIANCE

Due Date: November 3, 2022

**RE: Arts and Sciences, Biscuit Filmworks, CMS Products, Division 7, Missing Pieces, Morton Jankel Zander, Inc., O Positive LLC, Park Pictures LLC, Piro, Inc., Radical Media, LLC, Smuggler, Spare Parts, Inc.
Case(s) 29-CA-274206, 274217, 274241, 274254, 276120, 277630**

As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply.

**Provided Report of Backpay Paid Under the National Labor Relations Act
("Backpay Report") and IRS W-2 Form**

On (date) _____ **To be completed** _____, the Employer provided a completed Report of Backpay Paid Under the National Labor Relations Act for (b) (6), (b) (7)(C) who received backpay.

On (date) _____ **To be completed** _____, the Employer provided a W-2 for (b) (6), (b) (7)(C) who received backpay.

Expunged Records

On (date) 10/27/2022, the Employer removed from its records any reference to the unlawful failures to hire or consider for hire (b) (6), (b) (7)(C) and notified (b) (6), (b) (7)(C) that it will not be used against (b) (6), (b) (7)(C) in any way. **A copy of the letter of removal of record has been e-filed.**

Make Whole Remedy

On (date) 11/7/2022 (checks sent), the Employer made whole the (b) (6), (b) (7)(C) as described in the Settlement Agreement for the loss of wages and benefits.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY

By: (b) (6), (b) (7)(C) _____
Title: (b) (6), (b) (7)(C) _____
Date: 11/7/2022

This form should be returned to the Regional Office via e-file. Please do not e-mail or physically send hard copies of the Certification of Compliance form at this time. If you need assistance in e-filing case documents, please contact the Compliance Officer or Assistant assigned to this case.

CERTIFICATION OF COMPLIANCE

Due Date: November 3, 2022

**RE: Arts and Sciences, Biscuit Filmworks, CMS Products, Division 7, Missing Pieces, Morton Jankel Zander, Inc., O Positive LLC, Park Pictures LLC, Piro, Inc., Radical Media, LLC, Smuggler, Spare Parts, Inc.
Case(s) 29-CA-274206, 274217, 274241, 274254, 276120, 277630**

As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply.

**Provided Report of Backpay Paid Under the National Labor Relations Act
("Backpay Report") and IRS W-2 Form**

On (date) N/A, the Employer provided a completed Report of Backpay Paid Under the National Labor Relations Act for (b) (6), (b) (7)(C) who received backpay.

On (date) N/A, the Employer provided a W-2 for (b) (6), (b) (7)(C) who received backpay.

Expunged Records

On (date) 10/27/22, the Employer removed from its records any reference to the unlawful failures to hire or consider for hire (b) (6), (b) (7)(C) and notified (b) (6), (b) (7)(C) that it will not be used against (b) (6), (b) (7)(C) in any way. **A copy of the letter of removal of record has been e-filed.**

Make Whole Remedy

On (date) 11/7/22, the Employer made whole the (b) (6), (b) (7)(C) as described in the Settlement Agreement for the loss of wages and benefits.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY – Morton Jankel Zander, Inc.

By: (b) (6), (b) (7)(C)

Title: (b) (6), (b) (7)(C)

Date: 11/7/22

This form should be returned to the Regional Office via e-file. Please do not e-mail or physically send hard copies of the Certification of Compliance form at this time. If you need assistance in e-filing case documents, please contact the Compliance Officer or Assistant assigned to this case.

CERTIFICATION OF COMPLIANCE

Due Date: November 3, 2022

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On (date) _____, the Employer provided a W-2 for (b) (6), (b) (7)(C) who received backpay.

Expunged Records

On (date) 10/27/2022, the Employer removed from its records any reference to the unlawful failures to hire or consider for hire (b) (6), (b) (7)(C) and notified (b) (6), (b) (7)(C) that it will not be used against (b) (6), (b) (7)(C) in any way. A copy of the letter of removal of record has been e-filed.

Make Whole Remedy

On (date) 11/7/2022, the Employer made whole the (b) (6), (b) (7)(C) as described in the Settlement Agreement for the loss of wages and benefits.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY

(b) (6), (b) (7)(C)

By: _____

Title: _____

Date: 11/7/2022

This form should be returned to the Regional Office via e-file. Please do not e-mail or physically send hard copies of the Certification of Compliance form at this time. If you need assistance in e-filing case documents, please contact the Compliance Officer or Assistant assigned to this case.